

When Recorded Please Send To:

CITY CLERK
City of Riverside
900 Main Street
Riverside, CA 92522

FREE RECORDING

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee. (Government Code 6103)

36478

RECEIVED FOR RECORD
CITY CLERK
FEB 25 1982

36478

RECORDED
FEB 25 1982
CITY CLERK

Feb. 25, 1982

FOR RECORDER'S OFFICE USE ONLY

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, California, permission is hereby granted to JAY A. ANDREWS CONSTRUCTION CO., INC., a California Corporation, its successors and assigns, all herein-after referred to as the "Permittee", to use and occupy the following described property hereinafter referred to as the encroachment area:

All those certain easements for electrical facilities lying within Tract No. 17281 as dedicated and accepted by map on file in Book 124 of Maps at Pages 16 thru 18 inclusive thereof, Records of Riverside County, California, together with those easements described by documents recorded April 16, 1982 as Instrument No. 65416, and June 4, 1982 as Instrument No. 96597, Official Records of Riverside County, California

for the benefit of the following described property:

Lots 1-10, 12-15, 17, 18, 21, 22, 24, 26-33, 36-42, 44, 47, 48, 51-69, and 72-88 of Tract No. 17281 as shown by map on file in Book 124 of Maps at Pages 16 thru 18 inclusive thereof, Records of Riverside County, California

in accordance with the terms hereof.

1. The Permittee shall use and occupy the encroachment area only in the following manner and for the following purposes: To place, replace and maintain mobile homes upon the encroachment area when the location of the mobile homes meets the requirements of the Riverside Municipal Code, Conditional Use Permit C-55-747, and each respective mobile home building permit.

2. This Encroachment Permit provides rights and restrictions in addition to those provided by Section 5.4 of the Declaration of Covenants, Conditions and Restrictions for Victoria Park recorded September 1, 1982 as Instrument No. 151520, Official Record of Riverside County, California. In the event there is any conflict between the Declaration and the terms of this Encroachment Permit, the terms of this Encroachment Permit shall prevail in any dispute between the Permittee and the City of Riverside.

3. In the event the City of Riverside requires access to the encroachment area for routine or emergency maintenance, repair or replacement of the electrical facilities therein, the permittee understands and agrees that it shall bear the expense of the necessary relocation of the mobile homes, footings, foundations and other appurtenances which may encroach, and agrees to cooperate with the City to expeditiously complete said maintenance, repair and/or replacement.

4. The Permittee, by acceptance of the benefit hereunder, acknowledges title to the encroachment area to be in the City of Riverside and waives any right to contest the validity of the dedication or grants.

5. The Permittee acknowledges that the encroachment area is the site of public improvements and/or proposed or planned public improvements, and that upon a finding and determination by the City Council of the City of Riverside that the Permittee's use of the encroachment area is no longer compatible with its use by the City, the Encroachment Permit may be revoked. A finding and determination by the City Council that the Permittee is in default of the terms of this Encroachment Permit shall be an additional and separate cause for revocation. Upon the revocation of the Permit for any reason stated above, the Permittee shall, within the time prescribed by the City, remove all improvements or obstructions placed, constructed or maintained by the Permittee. If the Permittee fails to abide by the removal order of the City within the time prescribed, the City shall have the right to remove and destroy the improvements without reimbursement to the Permittee and the cost of such removal shall be paid by the Permittee to the City of Riverside and shall constitute a debt owed to the City of Riverside.

6. The Permittee, by acceptance hereof, waives the right of claim, loss, damage or action against the City of Riverside arising out of or resulting from revocation, termination, removal of the improvements or any action of the City of Riverside, its officers, agents, or employees taken in accordance with the terms hereof.

7. The Permittee hereby agrees to hold the City of Riverside harmless from and against all claims, demands, costs, losses, damages, injuries, actions for damages and/or injuries, and liability growing or arising out of or in connection with the construction, encroachment, and/or maintenance to be done by the Permittee, or its agents, employees or contractors within the encroachment area.

DATED: February 12, 1983

CITY OF RIVERSIDE, a municipal corporation

By [Signature] Mayor

Attest [Signature] City Clerk

The foregoing is accepted by:

JAY A. ANDREWS CONSTRUCTION CO., INC.

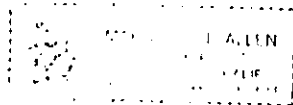
[Signature]
J. A. Andrews, President

APPROVED AS TO CONTENT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss

On this 12th day of February, 1983, before me, MURIEL L. ALLEN, A Notary Public in and for said State, personally appeared AB ELLER and ALICE A. HART, personally known to me to be the persons who executed this instrument as Mayor and City Clerk of the City of Riverside, a municipal corporation, and acknowledged to me that the municipal corporation executed it.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for said State

Feb. 25, 1983

364781

5. The Permittee acknowledges that the encroachment area is the site of public improvements and/or proposed or planned public improvements, and that upon a finding and determination by the City Council of the City of Riverside that the Permittee's use of the encroachment area is no longer compatible with its use by the City, the Encroachment Permit may be revoked. A finding and determination by the City Council that the Permittee is in default of the terms of this Encroachment Permit shall be an additional and separate cause for revocation. Upon the revocation of the Permit for any reason stated above, the Permittee shall, within the time prescribed by the City, remove all improvements or obstructions placed, constructed or maintained by the Permittee. If the Permittee fails to abide by the removal order of the City within the time prescribed, the City shall have the right to remove and destroy the improvements without reimbursement to the Permittee and the cost of such removal shall be paid by the Permittee to the City of Riverside and shall constitute a debt owed to the City of Riverside.

6. The Permittee, by acceptance hereof, waives the right of claim, loss, damage or action against the City of Riverside arising out of or resulting from revocation, termination, removal of the improvements or any action of the City of Riverside, its officers, agents, or employees taken in accordance with the terms hereof.

7. The Permittee hereby agrees to hold the City of Riverside harmless from and against all claims, demands, costs, losses, damages, injuries, actions for damages and/or injuries, and liability growing or arising out of or in connection with the construction, encroachment, and/or maintenance to be done by the Permittee, or its agents, employees or contractors within the encroachment area.

DATED: February 25, 1981

CITY OF RIVERSIDE, a municipal corporation

By: [Signature] Mayor

Attest: [Signature] City Clerk

The foregoing is accepted by:

JAY A. ANDREWS CONSTRUCTION CO., INC.

[Signature]
J. A. Andrews, President

APPROVED AS TO CONTENT

[Signature] 2-16-83
Deputy City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

CITY MANAGER APPROVAL

[Signature]
City Manager

ACK. ATTACHED

Feb. 25, 1981

36478

E-34

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, permission is hereby granted to FERN J. WOODWARD
4440 Tyler Street
Riverside, CA 92503

her heirs and assigns, hereinafter referred to as "Permittee" to use and occupy the following described property. That portion of Tyler Street, a public right of way adjacent to the northeasterly line of Lot 6 of Tract No. 11431, as shown by map on file in Book 100 of Maps, at pages 98 and 99 thereof, records of Riverside County California,

in accordance with the terms hereof.

1. Permittee shall use and occupy the described property only in the manner and for the purposes as follows: To maintain an existing chain link fence encroaching into said public right of way a maximum of 5.00 feet as shown by Exhibit "A" attached and made a part hereof by this reference.

2. Permittee, by acceptance of the benefits hereunder, acknowledges title to the property to be in the City of Riverside and waives any right to contest the validity of the dedication or grant.

3. Permittee acknowledges that the described property is the site of a proposed or planned public improvement and that, accordingly, all rights and privileges of use permitted shall cease and expire upon notice of revocation by the City. Upon the expiration or revocation, Permittee shall, within the time prescribed by the City, remove all improvements or obstructions placed, constructed or maintained by the Permittee. If the Permittee fails to abide by the removal order of the City within the time prescribed, the City shall have the right to remove and destroy the improvements without reimbursement to the Permittee and the cost of such removal shall be paid by the Permittee to the City of Riverside and shall constitute a debt owed to the City of Riverside.

4. Permittee, by acceptance hereof, waives the right of claim, loss, damage or action against the City of Riverside arising out of or resulting from revocation, termination, removal of the improvements or any action of the City of Riverside, its officers, agents or employees taken in accordance with the terms hereof.

5. Finding and determination by the City Council of the City of Riverside that the Permittee, or his heirs and assigns or successors in interest, are in default of the terms hereunder shall be cause for revocation.

6. Permittee herewith agrees to hold the City of Riverside harmless from and against all claims, demands, costs, losses, damages, injuries, action for damages and/or injuries, and liability growing or arising out of or in connection with the construction, encroachment, and/or maintenance to be done by Permittee or his agents, employees or contractors within the described property.

DATED: Oct. 4, 1982 CITY OF RIVERSIDE, a municipal corporation
 By [Signature] Mayor
 Attest Alice C. Hare City Clerk

The foregoing is accepted by:

[Signature]
 (Signature(s) of Permittee)

APPROVED AS TO CONTENT

[Signature]
 Department Head

APPROVED AS TO FORM

John Woodhead
 City Attorney

CITY MANAGER APPROVAL

Robert E. Fremont
 City Manager